AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's office during normal business hours. Such Documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager's Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 15, 2011 – 5:00 P.M.

Next Resolution # 4762
Next Ordinance # 1467

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL
PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

1. Wyle Claim

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 2- matters

1. Employee Evaluation
   Position: City Manager

2. Employee Evaluation
   Position: City Attorney
APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code § 54957.6): -1- matter

1. Represented Group: City Employees Association (CEA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code § 54956.8): -0- matters
The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet, are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 15, 2011 - 7:00 P.M.

Next Resolution # 4762
Next Ordinance # 1467

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor West Harding, El Segundo Foursquare Church
PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

(a) Proclamation proclaiming November 21, 2011 through December 15, 2011 as the Spark of Love Toy Drive.
(b) Commendation commending Brayden Turnbull and Brandon Vlahos for their courageous actions and selfless efforts in saving their friend's life.

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to conduct a Public Hearing and adopt a resolution vacating an existing water easement at 620 West Imperial Avenue. (Fiscal Impact: None)

Recommendation – 1) Open the Public Hearing; 2) Discussion; 3) Adopt the resolution vacating an existing water easement affecting the entire site at 620 West Imperial Avenue; 4) Alternatively, discuss and take other action related to this item.

C. UNFINISHED BUSINESS
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Warrant Numbers 2584817 to 2585035 on Register No. 3 in the total amount of $489,725.70 and Wire Transfers from 10/21/11 through 11/3/11 in the total amount of $477,353.34.

Recommendation – Approve Warrant Demand Registers and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

3. Regular City Council Meeting Minutes of November 1, 2011

Recommendation – Approval.

4. Consideration and possible action regarding approval of a revised Class Specification for the position of Pool Maintenance Technician. (Fiscal Impact: None)

Recommendation – 1) Approve the proposed Class Specification for Pool Maintenance Technician; 2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding approval of Amendment No. 1 to the City Manager's, Doug Willmore, Contract. (Fiscal Impact: None – proposed changes do not increase the City Manager’s salary or benefits.)

Recommendation – 1) Approve Amendment No. 1 to the City Manager’s Contract; 2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo City Employees’ Association. (Fiscal Impact: Estimated Savings Fiscal year 2011/2012 of $363,713)

Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding adoption of a Resolution for CalPERS Employer Paid member Contributions (EPMC) for City Employees' Association. (Fiscal Impact: Estimated Savings Fiscal year 2011/2012 of $140,152)

Recommendation – 1) Adopt the Resolution; 2) Alternatively, discuss and take other action related to this item.
CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

8. Consideration and possible action to direct staff to initiate a Request for Proposal process to identify a property management company to manage The Park Vista Senior Apartments, 615 East Holly Avenue. (Fiscal Impact: $148,000 – No General Fund)

Recommendation – 1) Direct staff to initiate the Request for Proposal process; or 2) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –
PUBLIC COMMUNICATIONS — (Related to City Business Only — 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

MEMORIALS —

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 11-9-11

TIME: 5:35 pm

NAME: Cathy Donnan
WHEREAS, In an effort to provide for children who otherwise might not experience the joy of the holiday season, the City of El Segundo Fire Department along with other Southland fire agencies, has participated in the Spark of Love program for the past nineteen years and has been a collection site for toys and food items donated during the holidays.

WHEREAS, The ever upward spiraling cost of living burdens disadvantaged and displaced families who may not be able to give gifts during the holiday season without help from the Spark of Love program.

WHEREAS, The true holiday spirit is reflected in unselfish giving and our thoughts and hearts go out to those less fortunate than ourselves.

WHEREAS, In the past, with the help of civic-minded citizens who live and work in our community, hundreds of toys plus food items have been collected and distributed to children and families in El Segundo and other South Bay cities.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim November 21, 2011 through December 15, 2011 as the Spark of Love Toy Drive.

The community is encouraged to support this holiday program by contributing toys and non-perishable foods to the El Segundo Fire Department, Fire Station No. 1 at 314 Main Street, during the period of November 21 through December 15, 2011.

Mayor Eric H. Busch
Mayor Pro Tem Bill Fisher
Council Member Carl Jacobson
Council Member Don Braun
Council Member Susanne Fuentes
(b) Commendation commending Brayden Turnbull and Brandon Vlahos for their courageous actions and selfless efforts in saving their friend’s life.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: November 15, 2011
AGENDA HEADING: Special Order of Business

AGENDA DESCRIPTION:

Consideration and possible action to conduct a Public Hearing and adopt a resolution vacating an existing water easement at 620 West Imperial Avenue.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Open the Public Hearing.
2. Discussion.
3. Adopt the resolution vacating an existing water easement affecting the entire site at 620 West Imperial Avenue.
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Easement Exhibit

FISCAL IMPACT: None

Amount Requested: $0
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

On October 4, 2011 the City Council approved a resolution of intention to abandon an existing water easement at 620 West Imperial Avenue. The easement identified as a water easement to “lay, maintain, repair, restore the size of, and remove pipes and conduits in, upon under or across said premises for the purpose of distributing and supplying water for domestic, industrial and irrigation purposes.” The easement which affects the entire project site was granted to the Sausal Redondo Water Company No. 1 on August 18, 1925. The City of El Segundo was the successor agency to the Sausal Redondo Water Company No. 1 for the subject water easement.

On October 27 and November 3, the Notice of Public Hearings was published in El Segundo Herald describing the abandonment of the water easement.
Public Works Department confirmed that the easement had not been utilized for decades and is no longer necessary. Abandoning the easement will relieve the city from any maintenance responsibilities and allows the proposed development approved by the planning commission to occur.
Recording Requested by and Returned to:

City Clerk
City of El Segundo

El Segundo, CA

Request recording without fee for the benefit of the
City of El Segundo pursuant to Streets and Highways Code § 8336.

APN 4131-001-041

RESOLUTION NO.________

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY
OF EL SEGUNDO TO VACATE WATER EASEMENTS WITHIN LOT 2
IN BLOCK 13 OF TRACT NO. 1685.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1:  The City Council finds as follows:

A.  On or about May 15, 1912, the map entitled Tract No. 1685, (SHEET NO. 1), was
    recorded with the Los Angeles County Recorder’s Office in Book 21, Page 98 of
    Maps Records (“Final Map”).

B.  The Final Map created a One (1) lot subdivision (Assessor’s Parcel Number 4131-
    001-041) with an easement to the City of El Segundo for Water services
    (“Easement”).

C.  On or about October 4, 2011, Olson - El Segundo 1, LLC filed an application
    requesting the vacation of a City water easement on property located at 620 West
    Imperial Avenue. Olson Company is proposing to construct (2) two buildings on
    the property (“Project”).

D.  A review of applicable documents, and after contacting other public utilities,
    shows there are no public utility facilities located within the Easement.

E.  The Easement, in its current location, is not necessary for present or prospective
    public use

F.  The easement has not been used for the purpose for which it was dedicated or
acquired for five consecutive years immediately preceding the proposed vacation.

G. Vacating the Easements consistent with the City’s General Plan.

H. The City may summarily vacate public service easements pursuant to California Streets & Highways Code §§ 8330-8336.

SECTION 2: In accordance with the City Council’s findings, and pursuant to Streets and Highways Code § 8333(a), the City of El Segundo summarily vacates the Easement.

SECTION 3: The City Clerk, or designee, is directed to record this Resolution pursuant to Streets and Highways Code § 8336 within ten (10) days of its adoption.

SECTION 4: From and after the date this Resolution is recorded, the Easement vacated by this Resolution will no longer constitute a public service easement.

SECTION 5: In accordance with Resolution No. 4255 adopted April 2, 2002, the City Manager is authorized to accept the Replacement Easement on the City’s behalf.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 15th day of November, 2011.

________________________
Eric Busch, Mayor

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

________________________
Karl H. Berger, Assistant City Attorney
ATTEST:

STATE OF CALIFORNIA  )
COUNTY OF VENTURA  ) SS
CITY OF EL SEGUNDO  )

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 15th day of November, 2011, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk
EXHIBIT A

LOT 2, IN BLOCK 13 OF TRACT NO. 1685 AS DESCRIBED IN BOOK 5176, PAGE 197, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL AS PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E. 33520  DATE
LICENSE EXP. 06/30/2012

CIVIL ENGINEERING
LAND PLANNING & SURVEYING

C&V
CONSULTING, INC.

WATER VACATION
LEGAL DESCRIPTION
EXHIBIT B

IMPERIAL AVENUE

N89°58'10"E 134.03'

30' 30' 30'

SOUTHERLY LINE OF
LAND DESCRIBED IN
DEED RECORDED
JANUARY 25, 1990
AS INST. NO.
90-1137117 O.R.

SCALE: 1" = 50'

WATER VACATION
SKETCH
**CITY OF EL SEGUNDO**

**PAYMENTS BY WIRE TRANSFER**

10/21/11 THROUGH 11/03/11

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/26/2011</td>
<td>Unum</td>
<td>319.20</td>
<td>LTD</td>
</tr>
<tr>
<td>10/26/2011</td>
<td>Health Comp</td>
<td>1,488.55</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>10/26/2011</td>
<td>Health Comp</td>
<td>4,523.71</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>10/27/2011</td>
<td>IRS</td>
<td>241,756.35</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>10/27/2011</td>
<td>Employment Development</td>
<td>56,799.27</td>
<td>State Taxes</td>
</tr>
<tr>
<td>10/28/2011</td>
<td>State of CA EFT</td>
<td>1,047.21</td>
<td>EFT Child support payment</td>
</tr>
<tr>
<td>10/28/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>192.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>10/28/2011</td>
<td>UB</td>
<td>7,440.34</td>
<td>PARS payment</td>
</tr>
<tr>
<td>10/28/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>35,595.22</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>10/28/2011</td>
<td>Nationwide EFT</td>
<td>47,301.08</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>11/2/2011</td>
<td>Cal Pers</td>
<td>35,034.83</td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>11/2/2011</td>
<td>Lane Donovan Golf P't</td>
<td>22,025.06</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>11/2/2011</td>
<td>Health Comp</td>
<td>1,781.81</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>10/21-11/3/11</td>
<td>Workers Comp Activity</td>
<td>17,806.01</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 11/15/11**

**TOTAL PAYMENTS BY WIRE:**

477,353.34

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer  
Date: 11/3/11

Director of Finance  
Date: 11/8/11

City Manager  
Date: 11/8/11

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 1, 2011 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 5:00 p.m.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present – arrived at 5:02 p.m.
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matters

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

Wyle Claim

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 2- matter
Employee Evaluation
Position: City Manager

Employee Evaluation
Position: City Attorney

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -2- matters

Represented Group: City Employees Association (CEA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Unrepresented Employee: Doug Willmore, City Manager
Negotiator: Mark Hensley, City Attorney

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0- matters

Council Recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 1, 2011 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 7:00 p.m.

INVOCATION – Cathy Domann, Deputy City Clerk

PLEDGE OF ALLEGIANCE – Council Member, Carl Jacobson

PRESENTATIONS

(a) Council Member Fuentes presented a Proclamation to Ralph Lanphere, City Treasurer and Army Veteran, in observance of Veterans Day on November 11, 2011 in honor of our patriotic men and women in uniform.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Liz Garnholz, resident, spoke regarding Consent Agenda Items 9 and 12-16, related to employee salary and benefit changes. She requested information on what the various employee groups pay towards the employee share of PERS.

Marc Rener, resident, spoke regarding the proposed compensation for the various labor groups.

Sam Pena, Consolidated Disposal Services, spoke regarding the new trash hauling contract and the new recycling containers being offered to customers.
A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Council Member Jacobson, SECONDED Mayor Pro Tem Fisher to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

D. UNFINISHED BUSINESS

1. Consideration and possible action regarding 1) Adoption of a Resolution providing another designated Retirement Period for Section 20903, Two Years Additional Service Credit, for local miscellaneous and local safety employees (with exclusions). (Fiscal Impact: presented at October 18, 2011 meeting).

Doug Willmore, City Manager, gave a report.

Motion by Mayor Pro Tem Fisher, SECONDED by Mayor Busch, to adopt Resolution No. 4748 providing another designated Retirement Period for Section 20903, Two Years Additional Service Credit, for local miscellaneous and local safety employees (with exclusions). MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBERS FUENTES AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

2. Receive and file the Beach Cities Transit (BCT) Operational Analysis report administered and provided by the lead agency of BCT, the City of Redondo Beach. (Fiscal Impact: None)

Joyce Rooney, Transit Manager, City of Redondo Beach, gave a report.

Council consensus to receive and file the Beach Cities Transit (BCT) Operational Analysis report administered and provided by the lead agency of BCT, the City of Redondo Beach.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
3. Approved Warrant Numbers 2584630 to 2584816 on Register No. 2 in the total amount of $403,249.06 and Wire Transfers from 10/06/11 through 10/20/11 in the total amount of $2,524,452.56. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approved Regular City Council Meeting Minutes of October 18, 2011.

5. Adopted Resolution No. 4749 authorizing the Board of Directors of the El Segundo Senior Citizen Housing Corporation to contract with Amtech Elevator Service Company for the modernization of the front elevator at the Park Vista Housing Facility and approve the El Segundo Senior Citizen Housing Corporation’s expenditure of $48,976 for the project. Authorized the El Segundo Senior Citizen Housing Corporation to execute the Contract No.4198 with Amtech without the need for competitive bidding.

6. Waived second reading and adopted Ordinance No. 1465 approving an Environmental Assessment (EA No. 861) and a Zone Text Amendment (ZTA No. 10-01) to add a new Chapter 15-24A regulating dedication and improvement of public rights-of-way. Applicant: City Initiated (Fiscal Impact: N/A)

7. Accepted the work as complete for the project for the refurbishment of the Recreation Park racquetball courts (339 Sheldon Street). Project No.: PW 11-08 (Fiscal Impact: $28,700) Authorized the City Clerk to file a Notice of Completion in the County Recorder's Office.

8. Adopted Plans and Specifications for the Maryland Street Improvement Project from Mariposa Avenue to Palm Avenue, Project No. PW 11-02. (Fiscal Impact: $200,000.00) Authorized staff to advertise the project for receipt of construction bids.

9. PULLED FOR DISCUSSION BY MAYOR BUSCH

10. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

11. Approved standard Professional Services Agreement No. 4199 with Martin & Chapman Co. for election support and services for the General Municipal Election, April 10, 2012. (Fiscal Impact: Not to Exceed $36,000) Authorized the City Manager to execute the agreement with Martin & Chapman Co. to provide election support and services.

12. PULLED FOR DISCUSSION BY MAYOR BUSCH

13. PULLED FOR DISCUSSION BY MAYOR BUSCH

14. PULLED FOR DISCUSSION BY MAYOR BUSCH
15. PULLED FOR DISCUSSION BY MAYOR BUSCH

16. PULLED FOR DISCUSSION BY MAYOR BUSCH

17. Adopted Resolution No. 4750 authorizing the City Manager, or Designee, to apply for, receive, and appropriate grant funds under the California Environmental Reporting System (CERS) grant program. (Fiscal Impact: Not to exceed $40,200)

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Fuentes to approve Consent Agenda Items 3, 4, 5, 6, 7, 8, 11, and 17. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

9. Consideration and possible action to adopt Ordinance No. 1466 amending Chapter 9-3 of the El Segundo Municipal Code (ESMC) in its entirety regarding Street Trees. (Fiscal Impact: None)

MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher, to adopt Ordinance 1466 amending ESMC Chapter 9-3 Street Trees. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

10. Consideration and possible action to add the election of three members of the City Council, one City Clerk, and one City Treasurer to a previously called April 10, 2012 municipal election. (Fiscal Impact: $69,800)

MOTION by Council Member Brann, SECONDED by Mayor Busch to adopt Resolution No. 4751 placing three City Council, City Clerk, and City Treasurer seats on the previously called April 10, 2012 General Municipal Election and Resolution No. 4752 establishing Requirements for Candidate Statements. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

12. Consideration and possible action regarding 1) Adoption of Resolutions for CalPERS Employer Paid Member Contributions (EPMC) for Police Support Services Employees'. (Fiscal Impact: Estimated Savings for Fiscal Year 2011-12 of $25,364.)

MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to adopt Resolution Resolution No. 4753 for CalPERS Employer Paid Member Contributions (EPMC) for Police Support Services Employees'. MOTION PASSED BY THE FOLLOWING VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBERS FUENTES AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1
13. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Support Services Employees Association. (Fiscal Impact: Estimated Savings FY 2011/2012 of $57,138)

MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to adopt Resolution No. 4754 approving Memorandum of Understanding No. 4200. MOTION PASSED BY THE FOLLOWING VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBER JACOBSON; NOES: COUNCILS MEMBER BRANN AND FUENTES. 3/2


MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to adopt Resolution No. 4755 establishing a new unrepresented group of employees “Executives” for the Nationwide Retirement Solutions Governmental Deferred Compensation Matching Plan and Trust Plan. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0


MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to adopt Resolution No. 4756 Updating Nationwide Retirement Solutions Deferred Compensation Matching Plan and Trust Plan for Management/Confidential, Resolution No. 4757 Updating Nationwide Retirement Solutions Deferred Compensation Matching Plan and Trust Plan for Firefighters’ Association, and Resolution No. 4758 Updating Nationwide Retirement Solutions Deferred Compensation Matching Plan and Trust Plan for Police Managers’ Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

16. Consideration and possible action regarding Adoption of the Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, the El Segundo Police Officers’ Association and the El Segundo Supervisory and Professional Employees’ Association. (Fiscal impact: Active Employees: $71,300; Retirees $73,000)
MOTION by Mayor Busch, SECOND by Mayor Pro Tem Fisher to adopt Resolution No. 4759 updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, Resolution No. 4760 updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Police Officers’ Association, and Resolution No. 4761 for the El Segundo Supervisory and Professional Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY

Report by City Attorney regarding the El Segundo’s Unified School District’s proposed use of the refurbished high school auditorium for private and public events.

Council Member Fuentes left the dais due to a potential conflict due to the proximity of her residence.

Council received and filed report.

Council Member Fuentes returned to the dais.

J. REPORTS – CITY CLERK - NONE

K. REPORTS – CITY TREASURER - NONE

L. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – Spoke on the Halloween Frolic and Veterans Day.

Council Member Brann – NONE

Council Member Jacobson – NONE

Mayor Pro Tem Fisher – Thanked staff for Halloween Frolic.

Mayor Busch – Spoke on the Halloween Frolic. Noted that Chevron will be turning 100 years old and wished the Company Happy Birthday. Noted that Chevron would be giving tours. Information will be made available on the City website.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Marc Rener, resident, spoke regarding the Firefighters’ Memorandum of Understanding and conducting Union activity on City time.

Mike Robbins, resident, spoke regarding Union contracts.

Liz Garnholz, spoke regarding missing exhibits on Labor contracts and multiple DMV Licenses.

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 8:25 p.m.

______________________________
Cathy Domann, Deputy City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a revised Class Specification for the position of Pool Maintenance Technician (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specification for Pool Maintenance Technician.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: None

ORIGINATED BY: Lisa Jenkins, Senior Human Resources Analyst
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment, testing, and selection process to fill the current Pool Maintenance Technician vacancy, staff has determined the need to revise the class specification to more accurately reflect the position’s duties and responsibilities.

The proposed revisions on the attached classification specification clarify that this position is allocated to the Facilities Maintenance Division and will be responsible for assisting the Facilities Maintenance staff with general building maintenance work as might be required. Additional changes are being proposed to list required knowledge, skills and other characteristics that are not currently delineated on the job description.

Staff anticipates proceeding with the recruitment efforts as soon as possible and is requesting approval of the classification specification in order to proceed with the recruitment.
Pool Maintenance Technician

Definition:
Under general supervision of the Recreation and Parks Facilities Maintenance Supervisor, oversees and performs a variety of tasks in the operation, maintenance, cleaning, and servicing of equipment and facilities in and around the City's Aquatic Facilities; provides training and supervision in pool equipment operations for aquatics staff; and other facilities as needed and performs other related duties, as required.

Essential Functions:
Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:
Oversees and performs a variety of tasks in the operation, maintenance, cleaning, and servicing of equipment in and around the Aquatics Facilities, including performing tests for chlorine, PH, calcium hardness, TDS, and total alkalinity; treats water with chemicals to maintain safe and healthy water quality; monitors chemical usage and cleans probes and chemical injectors.

Repairs a variety of equipment, including back stroke flags, lane lines, lane line reels, pool covers, lifeguard stands, and diving boards; performs mechanical inspections and repairs to pool pumps, filters, chemical pumps, and chemical feed lines; performs minor electrical, plumbing masonry, carpentry, and graffiti removal.

Maintains and cleans pools; skims surface of pools and uses pool vacuum cleaners; maintains and cleans decks, pump houses, and surrounding areas; picks up debris in and around pool areas and empties deck area trash cans. Performs inspection of custodial operations of Aquatic Facilities buildings and pool areas; may serve as lead worker for other City employees.

Purchases maintenance, chemicals, and personal safety supplies; researches prices and vendors; works with vendors in purchasing supplies and equipment and tracks expenditures and monitors budgets. Maintains and produces a variety of records and reports, including maintenance sheets, water quality sheets, chemical consumption, equipment orders, safety supplies, respirator fit test, water slide inspection reports and material Safety Data Sheets (MSDS). Completes, reviews, and files accident and incident reports and updates maintenance manuals and diagrams.
Prepares pools for summer operation and winterization; adjusts chemicals; winterizes pool heaters; applies and removes pool covers and sets up swim lane lines. Assists staff with emergency responses. Interacts with the public and ensures excellent customer service is given at Aquatics facilities; answers questions and complaints from the public; sets up and cleans up after major events; attends and participates in a variety of meetings and trainings.

Assists with Park Maintenance-eother-Building Maintenance Division activities, as needed, including but not limited to, installation of building hardware such as doors, locks, tiles, and work stations; general maintenance tasks, such as painting, drywall repair, hanging of pictures and window coverings, etc., and assisting Facilities Maintenance staff with the installation, repair and maintenance of plumbing, electrical and HVAC systems and equipment as needed.

Responds to complaints and determines appropriate corrective action; coordinates activities with other City staff in resolving complaints as necessary.

Assists with city-sponsored special events which may require overtime and schedule change.
Maintains positive working relationships with City management, staff, and representatives of community organizations, state/local agencies, and the public.

Knowledge, Skills and Other Characteristics:

Knowledge of modern principles, practices and philosophies for maintaining and operating aquatic facilities.
Knowledge of chemical feed systems and related chemicals; mechanical operation; troubleshooting of chemical pumps, vacuums, pool pumps, chemical feed systems, basic heater usage; methods and techniques of water sterilization, chlorination, and PH balancing.
Knowledge of basic principles and techniques used in electrical, plumbing, masonry and carpentry work.
Knowledge of principles and techniques for purchasing supplies and equipment.
Knowledge of methods and techniques of supervising, part-time and seasonal staff.
Knowledge of basic principles of mathematics.
Knowledge of applicable federal, state and local laws, codes and regulations related to aquatics programs and facilities.
Knowledge of methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar.
Knowledge of occupational hazards and standard safety practices.

Ability to oversee and perform the day-to-day duties associates with the operation, maintenance, cleaning, and servicing in and around the city's Aquatic Facilities and other City Facilities.
Ability to purchase supplies and equipment.
Ability to perform basic electrical, plumbing, painting, masonry, and carpentry work.
Ability to safely and effectively operate a variety of maintenance equipment, tools and materials; operate standard aquatic tools and equipment.
Ability to train and supervise part-time, seasonal staff; implement, explain and apply applicable laws, codes, and regulations related to aquatics facilities.
Ability to read, interpret, and record data accurately; organize, prioritize and follow-up on work assignments.
Ability to read blueprints and schematic diagrams
Ability to read and comprehend technical instruction manuals
Ability to operate a variety of technical diagnostic equipment
Ability to use appropriate hand and power tools associated with mechanical/facility
diagnosis, maintenance and repair
Ability to work independently and as part of a team.
Ability to make sound decisions within established guidelines.
Ability to analyze complex issues and develop and implement appropriate responses.
Ability to follow complex written and oral directions.
Ability to observe safety principles and work in a safe manner; enforce safety rules at
aquatic events.
Ability to communicate clearly and concisely, both orally and in writing; establish and
maintain effective working relationships.

Licensing/Certification Requirements:
Possession of a valid California Class “C” Driver’s License is required at time of
appointment. Possession of, or ability to obtain within six months of appointment,
American Red Cross CPR and First Aid Certification, Certified Pool Operator’s License or
Aquatics Facility Operator’s License, or Aquatics Facility Operator’s Certification and
Confined Space Certificate, and Los Angeles County Pool Technician Certification.

Minimum Qualifications:
Graduation from High School or GED Certificate, and any combination of experience and
education that would provide the required knowledge, skills, and abilities necessary to
perform the duties of a Pool and Building Maintenance Technician. Two years of
increasingly responsible experience in the operation, maintenance, cleaning and servicing
of public aquatic facilities is required; public aquatic facilities/pools experience and general
building maintenance experience is highly desirable

Working Conditions:
Regularly required to lift and/or carry up to 400-75 pounds.
Regularly exposed to sounds and smells associated with equipment and materials.
Occasionally works in confined spaces, hot and cold areas, and in close proximity to
electrical, noise and mechanical hazards.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of Amendment No.1 to the City Manager’s, Doug Willmore, contract. (Fiscal Impact: None – proposed changes do not increase the City Manager’s salary or benefits.).

RECOMMENDED COUNCIL ACTION:
1) Approve Amendment No. 1 to City Manager’s Contract;
2) Alternatively, discuss and take other action to this item.

ATTACHED SUPPORTING DOCUMENTS:
Draft Amendment No. 1 to City Manager’s Contract
City Manager’s Employment Contract

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINATED BY: Mark Hensley, City Attorney
REVIEWED BY: Mark Hensley, City Attorney
APPROVED BY: Mark Hensley, City Attorney

BACKGROUND AND DISCUSSION:
The City Council met in closed session on November 1, 2011, with the City Attorney who was acting as the City’s labor negotiator with regard to the City Manager’s contract. The result of the negotiation is the attached proposed amendment to the contract which sever the connection between the benefits provided to the City’s Management Confidential Group and the Department Heads, and those provided to the City Manager. The City Manager requested this amendment based upon his desire to be able to engage in future discussions with the Council regarding the salaries and benefits provided to the Management Confidential Group and the Department Heads.

The current agreement contained language (some of which is now moot based upon the conclusion of negotiations with the Management Confidential Group and Department Heads) that could have resulted in changes to the salary and benefits received by the City Manager based upon those received by the Management Confidential Group and the Department Heads. The proposed amendment simply states the City Manager’s benefits are based upon the current benefits provided to the Department Heads and that in the future these benefits can only be changed through amendments to the City Manager’s contract. The proposed amendment does not
BACKGROUND AND DISCUSSION CONTINUED:

change the benefits received by the City Manager from those that he is currently receiving which have not changed since his contract was originally approved by the Council.
FIRST AMENDMENT TO
AGREEMENT NO. 4134 BETWEEN
THE CITY OF EL SEGUNDO AND
DOUGLAS WILLMORE

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ___ day of November 2011, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and DOUGLAS WILLMORE, an individual ("EMPLOYEE").

1. Pursuant to Section 5 of Agreement No. 4134 ("Agreement"), Section 4 is amended in its entirety to read as follows:

"SECTION 4. COMPENSATION AND BENEFITS

A. EMPLOYEE’s annual base salary is $218,000 which shall be paid in equal bi-weekly payments. Any increase in EMPLOYEE’s compensation must be in a writing signed by the parties and approved by the City Council;

B. CITY shall pay EMPLOYEE a one time moving allowance not to exceed $5,000. Employee shall obtain three bids from licensed moving companies and select the company that submits the lowest bid unless all of the bids exceed $5,000.

B. CITY shall pay EMPLOYEE for professional membership dues and fees and attendance at conferences as such may be budgeted by CITY. EMPLOYEE shall also be reimbursed upon presentation to CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE’s duties or as otherwise budgeted for by CITY, so long as the expenses are in accordance with the CITY’s policies and state laws;

C. EMPLOYEE shall be entitled to all other benefits of employment provided to CITY’s Department Heads as of November 1, 2011, except (i) EMPLOYEE must pay the employee share (currently 7% of the employee’s salary) of the PERS retirement benefit cost; (ii) EMPLOYEE cannot qualify for the lifetime medical benefit unless and until EMPLOYEE completes ten years of employment with CITY; and, (iii) EMPLOYEE salary increases are governed by Section 4 (A) set forth above. Any future additional benefits, or reductions or increases in existing employment benefits must be reflected in an amendment to this Agreement.

D. EMPLOYEE was advanced eighty hours of Executive Leave upon commencement of his employment (one year of accrual of Executive Leave). In the event that EMPLOYEE’s employment with the CITY is terminated and EMPLOYEE has a negative Executive Leave balance, then the payment due to EMPLOYEE’s, if any, pursuant to Sections 3 (A) and (C) above will be reduced by the amount of the negative accrual.”
2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 4134 remain the same.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

______________________________
Eric K. Busch,
Mayor

______________________________
Douglas Willmore

EMPLOYEE

ATTEST:

______________________________
Cindy Mortesen,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: ____________________________
Mark Hensley, City Attorney
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is entered into this 15th day of March, 2011, between the City of El Segundo ("CITY") and Douglas Willmore ("EMPLOYEE").

SECTION 1. TERM

EMPLOYEE shall commence employment as city manager for CITY on April 16, 2011. Except as otherwise provided for in this AGREEMENT, EMPLOYEE’s employment with CITY shall be on an at-will basis and will continue until terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform to EMPLOYEE’s best ability the duties and functions of the City Manager of the CITY, as defined by California state law and CITY Ordinances, Resolutions and Personnel Rules and Regulations, including without limitation acting as the CITY’s highest ranking administrative officer and management employee, and shall perform such other legally permissible duties and acts as the CITY Council may direct from time to time.

SECTION 3. TERMINATION OF EMPLOYMENT

(A) Through and including April 30, 2014, CITY may only terminate this AGREEMENT based upon (i) EMPLOYEE’s willful misconduct, including without limitation, intentionally failing to fulfill EMPLOYEE’s duties set forth in SECTION 2 of the AGREEMENT; or (ii) EMPLOYEE’s conviction or commission of a crime involving moral turpitude; or (iii) without cause at any time. However, if CITY elects to terminate the AGREEMENT without cause such that the termination date would occur before April 30, 2014, and the EMPLOYEE delivers to the City an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within 30 days of his termination, the City must pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through April 30, 2014 or (ii) six months of EMPLOYEE’s base salary.

(B) EMPLOYEE may terminate this AGREEMENT at any time upon thirty-days written notice to the Mayor of CITY or the City Attorney. EMPLOYEE’s resignation shall be deemed accepted upon delivery of resignation to the Mayor or the City Attorney. EMPLOYEE shall not be entitled to any compensation upon such a termination except as set forth in Section 3 (C);

(C) Upon any termination of this EMPLOYEE’s employment, CITY shall pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee’s accumulated, but unpaid and unused vacation and sick time in accordance with the vacation and sick time cash out policies applicable to the Management/Confidential employees of the City.
SECTION 4. COMPENSATION AND BENEFITS

(A) EMPLOYEE’s annual base salary is $218,000 which shall be paid in equal bi-weekly payments. However, in the event that the City Council reduces the salaries of the Management/Confidential employees during the calendar year 2011, EMPLOYEE’s salary shall also be reduced at the same time and by the same percentage amount that the Management/Confidential employees’ salaries are reduced. However, in the event the salary reduction for Management/Confidential employees is implemented prior to October 1, 2011, the reduction for EMPLOYEE shall take effect no earlier than October 1, 2011. Any increase in EMPLOYEE’s compensation must be in a writing signed by the parties and approved by the City Council;

(B) CITY shall pay EMPLOYEE a one time moving allowance not to exceed $5,000. Employee shall obtain three bids from licensed moving companies and select the company that submits the lowest bid unless all of the bids exceed $5,000.

(C) CITY shall pay EMPLOYEE for professional membership dues and fees and attendance at conferences as such may be budgeted by the CITY. EMPLOYEE shall also be reimbursed upon presentation to CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE’s duties or as otherwise budgeted for by CITY, so long as the expenses are in accordance with the CITY’s policies and state laws;

(D) EMPLOYEE shall be entitled to all other benefits of employment now in effect or as hereafter approved by the CITY Council, which are provided to other Management/Confidential employees of the CITY, except (i) EMPLOYEE shall pay the employee share (currently 7% of the employee’s salary) of the PERS retirement benefit cost; (ii) EMPLOYEE shall not qualify for the lifetime medical benefit unless and until EMPLOYEE completes ten years of employment with the City; and, (iii) EMPLOYEE salary increases shall be governed by Section 4 (A) set forth above. With regard to item (ii) of this paragraph, in the event that CITY Council does not take action to require Management/Confidential employees to begin paying all of the employee’s share (currently 7% of the employee’s salaries) during calendar year 2011, then EMPLOYEE shall commencing on January 1, 2012 only be required to pay the same percentage share, if any, that other Management/Confidential employees are required to pay of the employee’s share of the PERS retirement benefit cost. Additionally, should the Council during the term of this AGREEMENT reduce or increase Management/Confidential employees’ benefits, EMPLOYEE’s benefits shall be increased or reduced in the same manner and at the same time that the Management/Confidential employees’ benefits are increased or reduced.

(E) As EMPLOYEE shall not have any accrued sick or vacation time when EMPLOYEE commences employment with the CITY, EMPLOYEE shall be advanced eighty hours of Executive Leave upon commencement of his employment (one year of accrual of Executive Leave). In the event that EMPLOYEE’s employment with the CITY is terminated and EMPLOYEE has a negative Executive Leave balance, then the
payment due to EMPLOYEE's, if any, pursuant to Sections 3 (A) and (C) above shall be reduced by the amount of the negative accrual.

SECTION 5. ENTIRE AGREEMENT AND AMENDMENTS

CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supersedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 6. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 7. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.

SECTION 8. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 9. COUNTERPARTS

This AGREEMENT may be executed in counterparts, which counterparts shall constitute the AGREEMENT.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.
CITY:
By: ____________________________
   Eric Busch, Mayor

EMPLOYEE:
By: ____________________________
   Douglas Willmore

ATTEST:
By: ____________________________
   Cindy Morresen, City Clerk

APPROVED AS TO FORM:
By: ____________________________
   Mark Hensley, City Attorney
EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement ("AGREEMENT") is made and executed as of _______, 20__, by and between DOUGLAS WILLMORE ("WILLMORE") and the CITY OF EL SEGUNDO ("CITY").

2. RECITALS

2.1 WILLMORE commenced employment with the CITY as city manager on or about April 16, 2011 pursuant to that EMPLOYMENT AGREEMENT entered into between the parties on or about March 15, 2011.

2.2 This AGREEMENT is made to amicably resolve all matters between WILLMORE and the CITY regarding WILLMORE’s employment and the cessation of said employment.

2.3 The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to WILLMORE’s employment with CITY, if any, and provide for a separation payment for WILLMORE.

3. CONSIDERATION

3.1 In exchange for WILLMORE’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of WILLMORE’s CLAIMS, if any, the CITY shall pay WILLMORE the sum of [insert amount of settlement in accordance with Section 3(A) and (C) of EMPLOYMENT AGREEMENT which shall not exceed 6 months of base salary and whatever leave payments are due WILLMORE] ("SEVERANCE PAYMENT") in the form of a check made payable to DOUG WILLMORE, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraphs 3.1 above, WILLMORE understands and agrees that the employees portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of WILLMORE.

3.3 WILLMORE and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the parties agree that no other monies or benefits are due, owing or unpaid by reason of WILLMORE’s employment or
association with CITY and that no other monies or benefits will be paid or maintained by CITY to or for WILLMORE, in WILLMORE's name, or on WILLMORE's behalf. WILLMORE expressly agrees that the SEVERANCE PAYMENT described in Paragraph 3 supersedes and is in substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. **Specific Acknowledgement of Waiver of Claims under ADEA and OWBPA**

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA", 29 U.S.C. sections 626, et. seq., Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, WILLMORE acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. WILLMORE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by WILLMORE;

(b) WILLMORE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) WILLMORE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) WILLMORE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) WILLMORE has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) WILLMORE has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;
(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, “I hereby revoke my acceptance of our ‘Separation and Release Agreement,’” and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since WILLMORE’s execution of the AGREEMENT (the “EFFECTIVE DATE”).

5. RELEASE

In exchange for the payment, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, WILLMORE hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which WILLMORE now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT (“CLAIMS”), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. WILLMORE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the DISPUTES, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against WILLMORE arising out of WILLMORE’ employment with the CITY, in any forum, whatsoever. To the
extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. **UNKNOWN CLAIMS**

6.1 WILLMORE on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly, under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

6.2 WILLMORE and the CITY acknowledge that the facts with respect to which each gives this GENERAL RELEASE may turn out to be different from the facts they now believe to be true. WILLMORE and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. **WAIVER OF ADDITIONAL CLAIMS**

WILLMORE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. **REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

8.1 No Other Claims: WILLMORE and the CITY hereby represent and warrant that WILLMORE nor the CITY has not filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of WILLMORE' employment with the CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. WILLMORE retains his right to request indemnification from the City pursuant to California Government Code Section 825 et seq. with respect to any action brought against WILLMORE in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the
advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: WILLMORE and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both parties intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both parties. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: WILLMORE represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, WILLMORE further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
8.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.
9.9 Executed Copy: All parties shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party’s discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to WILLMORE:

DOUGLAS WILLMORE

As to the CITY:

Attn: City Clerk
City of El Segundo
350 Main Street
El Segundo, California 90245

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: ____________ CITY OF EL SEGUNDO

By: ____________________________

MAYOR

DATED: ____________ DOUGLAS WILLMORE

By: ____________________________

DOUGLAS WILLMORE
APPROVED AS TO FORM:

By: ______________________________________
    CITY ATTORNEY

02416-doc.doc/ijm
6. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo City Employees' Association. (Fiscal Impact: Estimated Savings for Fiscal Year 2011/2012 of $363,713)

Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Alternatively, discuss and take other action related to this item.

TO BE DELIVERED UNDER SEPARATE COVER
7. Consideration and possible action regarding adoption of a Resolution for CalPERS Employer Paid member Contributions (EPMC) for City Employees’ Association. (Fiscal Impact: Estimated Savings Fiscal year 2011/2012 of $140,152)

Recommendation – 1) Adopt the Resolution; 2) Alternatively, discuss and take other action related to this item.

TO BE DELIVERED UNDER SEPARATE COVER
AGENDA DESCRIPTION:
Consideration and possible action to direct staff to initiate a Request for Proposal process to identify a property management company to manage The Park Vista Senior Apartments.
(Fiscal Impact: Approximately $148,000 per year – No General Fund)

RECOMMENDED COUNCIL ACTION:
1. Direct staff to initiate the Request for Proposal process; or
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. None
FISCAL IMPACT: $148,000 per year – No General Fund

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

PREPARED BY: Alison Fiorini, Recreation Supervisor
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:
The contract between the El Segundo Senior Citizen Housing Corporation Board and Cadman Group was originally executed in October 2004 and in 2007 an amendment was approved to extend the contract into 2011. At this time, the current contract can be extended or staff can initiate a Request for Proposal process for the future management of the facility.

At the October 26, 2011 regular Senior Citizen Housing Corporation meeting, the City staff liaison recommended to the Board the option of seeking bids to ensure the residents of Park Vista are receiving the best service possible and the City is receiving the best value possible, and to provide due diligence due to the length of time since the original proposals were accepted. The Board expressed satisfaction with the current management and passed a motion to amend the existing agreement with the Cadman Group for management and operation of the Park Vista Senior Apartments for the next 3 years.

Since the contract was originated in 2004, the Cadman Group has received an annual fee of $134,688. The proposed contract amendment with the Cadman Group includes an approximate 10% increase in management fees for an approximate total of $148,000 for each of the next 3 years.

Although staff believes Cadman Group has provided good service, we now have the opportunity to bid the property management services at Park Vista for the first time in 7 years and either validate that Cadman Group is providing cost-effective services or evaluate other property management services.